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and Reorganized Debtors*

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

Affects PG&E Corporation
 Affects Pacific Gas and Electric Company
 Affects both Debtors

* *All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Bankruptcy Case
No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION WITH
EP COUNTERPARTIES CONFIRMING
APPLICATION OF CONFIDENTIALITY
AND PROTECTIVE ORDER TO ENERGY
PROCUREMENT CURE DISPUTES**

Related Docket No. 3405

[No Hearing Date Requested]

1 PG&E Corporation and Pacific Gas and Electric Company, as debtors and
2 reorganized debtors (collectively, the “**Debtors**” or the “**Reorganized Debtors**”) in the above-
3 captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the non-Debtor counterparties to the
4 Energy Procurement Agreements¹ listed on **Exhibit A** hereto (collectively, the “**EP**
5 **Counterparties**,” and, together with the Reorganized Debtors, the “**Parties**”) by and through their
6 respective counsel, hereby submit this stipulation (the “**Stipulation**”) for an Order confirming the
7 application of the *Confidentiality and Protective Order* [Docket No. 3405] (as modified,
8 supplemented and amended by the *Order on the Fire Victim Trustee's Application for Clarification*
9 and *Modification of Protective Order* dated August 4, 2020 [Docket No. 8662], the “**Protective**
10 **Order**”), to documents produced by the Parties in connection with certain Cure Disputes (as
11 defined below) arising from the assumption of the Energy Procurement Agreements. The Parties
12 hereby stipulate and agree as follows:

13 **RECITALS**

14 A. On June 20, 2020, the Court entered an Order [Docket No. 8053] (the
15 “**Confirmation Order**”) confirming the *Debtors' and Shareholder Proponents' Joint Chapter 11*
16 *Plan of Reorganization Dated June 19, 2020* [Docket No. 8048] (the “**Plan**”). The Plan became
17 effective on July 1, 2020 [Docket No. 8252] (the “**Effective Date**”).

18 B. Paragraph 43 of the Confirmation Order provides, among other things, that
19 all Energy Procurement Agreements were assumed by the Reorganized Debtors on the Effective
20 Date pursuant to Article VIII of the Plan. Paragraph 43 of the Confirmation Order further provides
21 that the parties to any such Energy Procurement Agreements shall attempt to resolve any Claims,
22 Causes of Action or defaults in the ordinary course; provided that if no such resolution is reached
23 within forty-five (45) days following the entry of the Confirmation Order (the “**Resolution**
24 **Period**”), either party may submit the dispute to the Court; provided further, that the failure of
25 either party to submit to the Court any such dispute following the expiration of such 45 day period
26 shall not result in the discharge, release, or deemed satisfaction of the disputed amount. The Parties

27 ¹ Capitalized terms used but not herein defined have the meanings ascribed to them in the
28 Confirmation Order or the Protective Order (each as defined below), as applicable.

1 have agreed to several extensions of the Resolution Period, which period is currently set to expire
2 on October 3, 2020.

3 C. The EP Counterparties have asserted that they are owed sums in addition to
4 those sums already paid by the Reorganized Debtors in order to cure the existing defaults under
5 their Energy Procurement Agreements, which Claims the Reorganized Debtors dispute (the “**Cure**
6 **Disputes**”).

7 D. On August 7, 2019, the Court entered the Protective Order to govern the
8 production, review, disclosure, and handling of Discovery Materials by any person or entity in
9 connection with the Chapter 11 Cases.

10 E. The Parties have agreed that the Protective Order as modified by this
11 Stipulation shall govern the production of documents in connection with the Cure Disputes.

12 **NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE
13 INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS
14 STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE
UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THE COURT TO ORDER,
THAT:**

15 1. The Parties acknowledge and agree that, notwithstanding anything to the
16 contrary therein, the terms of the Protective Order shall govern and apply to any Discovery Material
17 produced by the Parties in connection with the Cure Disputes, subject to the modifications set forth
18 in Paragraphs 2 and 3 below, which modifications shall apply solely with respect to the production
19 of documents in connection with any Cure Disputes and shall not otherwise modify or amend the
20 terms of the Protective Order with respect to any other parties or disputes.

21 2. Notwithstanding anything in the Protective Order to the contrary and unless
22 otherwise ordered by the Court, in connection with any Cure Dispute, each Receiving Party must
23 return all Protected Material to the Producing Party or destroy such material within 90 days after
24 the resolution, either consensually or by Final Order of the Court, of the applicable Cure Dispute.

25 3. The Parties agree that the documents listed in **Exhibit B** hereto are
26 appropriately designated as “Confidential” Discovery Materials under the Protective Order (the
27 “**Designated Confidential Documents**”). The Reorganized Debtors agree (i) not to publically file
28

1 the Designated Confidential Documents other than under seal or in redacted form as agreed with
2 the applicable Producing Party and (ii) not to challenge the confidentiality designation of the
3 Designated Confidential Documents pursuant to Paragraph 6 of the Protective Order, unless an
4 application by the Reorganized Debtors to file the Designated Confidential Documents under seal
5 or in redacted form has been denied by the Bankruptcy Court or other court of competent
6 jurisdiction, in which case the Reorganized Debtors may challenge the confidentiality designation
7 in accordance with the terms of the Protective Order.

8 4. Nothing in this Stipulation is intended to nor shall it affect, amend, modify,
9 or supplement the provisions of the Protective Order except as expressly set forth above in
10 Paragraphs 1 - 3 of this Stipulation.

11 5. This Stipulation shall constitute the entire agreement and understanding of
12 the Parties relating to the subject matter hereof and shall supersede all prior agreements and
13 understandings relating to the subject matter hereof.

14 6. This Stipulation may be executed in counterparts, each of which shall be
15 deemed an original but all of which together shall constitute one and the same agreement.

16 7. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or
17 controversies arising from this Stipulation and any order that may be entered pursuant to this
18 Stipulation.

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1 **Debtors and Reorganized Debtors**

2 Dated: September 22, 2020

3 WEIL, GOTSHAL & MANGES LLP
4 KELLER BENVENUTTI KIM LLP

5 /s/ Matthew Goren

6 Matthew Goren

7 *Attorneys for the Debtors and Reorganized Debtors*

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1 EP Counterparties

2 Dated: September 22, 2020

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21 *LLC, Capital Dynamics, Inc., FTP Power, LLC, and their respective projects, affiliates, and*
22 *subsidiaries, directly or indirectly owned or controlled in whole or in part*
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17 *Counsel for Calpine Corporation, et al.*

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Exhibit A

EP Counterparties

- Consolidated Edison Development, Inc. on behalf of itself and its affiliates, including, without limitation, Alpaugh 50, LLC, Alpaugh North, LLC, CED Corcoran Solar, LLC, CED Corcoran Solar 3, LLC, CED White River Solar, LLC, CED White River Solar 2, LLC, Coram California Development, LP, CED Avenal Solar, LLC, CED Oro Loma Solar, LLC, CED Lost Hills Solar, LLC, Mesquite Solar 1, LLC, Copper Mountain Solar 1, LLC, Copper Mountain Solar 2, LLC, and Great Valley Solar 4, LLC
- RE Mustang LLC, RE Mustang 3 LLC, RE Mustang 4 LLC, Avangrid Renewables LLC, Capital Dynamics, Inc., FTP Power, LLC, and their respective projects, affiliates, and subsidiaries, directly or indirectly owned or controlled in whole or in part, including, without limitation, CA Flats Solar 150, LLC, CA Flats Solar 130, LLC, Solar Star California XIII, LLC, 87RL 8me, LLC, 67RK 8me, LLC, 65 HK 8me, LLC, Aspiration Solar G, LLC, Bayshore Solar A, LLC, Bayshore Solar B, LLC, Bayshore Solar C, LLC, Western Antelope Blue Sky Ranch A, LLC, Adera Solar, LLC, Klondike Wind Power III LLC, Shiloh I Wind Project LLC, Gill Ranch Storage, LLC, Lost Hills Solar, LLC, Blackwell Solar, LLC, Parrey, LLC, and North Star Solar, LLC
- Hatchet Ridge Wind, LLC
- Mojave Solar LLC
- AV Solar Ranch 1, LLC
- NextEra Energy Partners, LP, NextEra Energy, Inc., and all projects, affiliates, and subsidiaries directly or indirectly owned or controlled in whole or in part by them
- Topaz Solar Farms LLC
- Calpine Corporation, on behalf of itself and its subsidiaries, including without limitation, Russell City Energy Company, LLC, Los Esteros Critical Energy Facility, LLC, Geysers Power Company, LLC, Gilroy Energy Center, LLC, Creed Energy Center, LLC, and Goose Haven Energy Center, LLC
- Vantage Wind Energy LLC
- Kes Kingsburg, L.P

Exhibit B

Designated Confidential Documents

- All power purchase agreements (“PPAs”), amendments and schedules.
- All invoices and correspondence related to amounts due under PPAs.
- All documents related to any project financings that EP Counterparties and their respective affiliates have executed.
- All interconnection agreements, amendments and schedules.
- All documents that contain Critical Energy Infrastructure Information (CEII), in compliance with applicable FERC regulations.
- All documents that contain personal identifiable information (PII).
- All narratives from any invoices, bills and correspondence relating to attorneys’ fees, costs and expenses.